

**MIDTOWN ALEXANDRIA STATION CONDOMINIUM
UNIT OWNERS ASSOCIATION**

Policy Resolution No. 12-02

(Policy concerning Emergency Access to Residential Units and the Installation of Key Lock Systems)

WHEREAS, Article 3, Section 3.1 of the Bylaws of Midtown Alexandria Station Condominium Association ("Bylaws") assigns to the Board of Directors ("Board") all the powers and duties necessary for the administration of the Unit Owners Association ("Association") and provides that the Board may do all such acts and things as are not prohibited by the Condominium Act, the Declaration or by the Bylaws required to be exercised and done by the Association; and

WHEREAS, Article 3, Section 3.1(6) of the Bylaws provides that the Board shall have the power to adopt rules and regulations; and

WHEREAS, Article 5, Section 5.9 of the Bylaws provides a right of access to a unit for purposes of making inspections, correcting any condition originating in the unit or in a common element to which access is obtained through the unit and threatening another unit or the common elements, performing installations, alterations or repairs to the mechanical or electrical systems or the common elements in the unit or elsewhere in the Property or to correct any conditions which violates any Mortgage; and

WHEREAS, Article 5, Section 5.9 of the Bylaws provides that the Association shall have an immediate right of entry in cases of emergency, whether or not the unit owner is present; and

WHEREAS, Article 5, Section 5.7 of the Bylaws provides that no unit owner shall alter the exterior of the unit door without the prior written consent of the Board or the Covenants Committee, as appropriate; and

WHEREAS, it is the intent of the Board to adopt a policy in the best interests of the Association to (1) prevent damage from emergency entry and allow for necessary repairs and maintenance of the unit or common elements which might entail entry into a unit and (2) maintain architectural standards and conformity with the appearance of unit door hardware from the hallway.

NOW, THEREFORE, BE IT RESOLVED THAT the Board does hereby adopt the following policies and procedures regarding emergency entry into units, the procedures for maintaining and releasing unit keys, and the requirement that only hardware approved by the Association may be installed on a unit entry door.

1. The Association, through its Board or an agent appointed by the Board, shall have a right of access to a unit in cases of emergency or to conduct a unit inspection. Cases of emergency include, but are not limited to, fire, flood, gas leaks, police entry, rescue entry, or any potential damage being caused by such unit to another unit or the common elements.
2. In order to access the unit in the most reasonable manner, unit owners are strongly encouraged to grant the Association the right to retain a key to be used for the purposes described herein. Unit owners who desire to grant the Association the right to retain a unit key shall execute and submit a Key Release Form in substantially the same form as the attached Exhibit A.
3. The Association shall maintain all unit keys in an electronic Key-Trac System or such similar system where the keys are maintained in a secure environment by the Association. Unit keys may not be released without requiring the individual using such key to sign for the key.
4. In the event that the Association does not have a working key to the unit door and has to enter the unit for an emergency, the Association shall break open the door and the unit owner shall be responsible for the cost of replacing the door and for any risk of theft or unauthorized entry that may occur while the door remains damaged.
5. The unit owner must obtain written approval from the Association prior to the replacement of any lock, handle or other hardware on the unit entry door. The appearance from the hallway of the lock, handle or other hardware on the unit entry door must be kept materially identical to the existing hardware, in the opinion of the Board.
6. In the event that a unit owner fails to maintain or install hardware approved by the Association, the unit owner shall immediately be notified of the violation pursuant to Policy Resolution No. 08-06 (Procedures to Ensure Due Process in Enforcement Cases) and called to a hearing if the unit owner fails to correct the violation in a timely manner.

The effective date of this Resolution shall be June 1, 2012. Enacted this 21st day of May 2012.

MIDTOWN ALEXANDRIA STATION CONDOMINIUM
UNIT OWNERS ASSOCIATION

By: 
President

**MIDTOWN ALEXANDRIA STATION CONDOMINIUM
UNIT OWNERS ASSOCIATION**


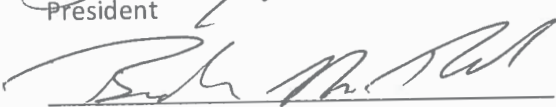



Policy Resolution 12-02

Duly adopted at a meeting of the Board of Directors held May 21, 2012.

Motion by: JOE GILLMER

Seconded by: PETER CELIO

Vote:

	Yes	No	Abstain	Absent
 _____ President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 _____ Vice President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 _____ Secretary	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 _____ Treasurer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 _____ Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST:



Secretary

5/21/12
Date

Policy Resolution effective date: June 1, 2012



EMERGENCY/COURTESY KEY RELEASE FORM EXHIBIT D

This form provides authorization for the Association to retain a key for your unit and any associated mechanical rooms or mailboxes. The Association retains this key as a convenience to you.

With your written authorization the Association will provide this key to authorized individuals, companies, contractors, vendors or guests. Under no circumstances will Association accept "verbal authorization" to enter a unit. Written authorization may include a handwritten request, fax or email. The Association may also contact you to confirm the validity of any authorizations but is not required to do so.

Your key will be stored in a locked key box and only authorized Association contractors or employees will have access to the key box. These contractors may include management, maintenance, Concierge and others as deemed appropriate.

Additionally, the Association may access your unit in the event of an emergency and as outlined in Article XI, Section 7 of the Bylaws for Midtown Alexandria Station.

According to Article XI, Section 7 of the Bylaws for Midtown Alexandria Station, Right of Access, "...each Unit Owner grants a right of access to his Unit, as provided by Section 55-79.79(a) of the Condominium Act and as further set forth in the Declaration to the Board of Directors of the Managing Agent, or any other person authorized by the Board of Directors of the Managing Agent, or any group of the foregoing, for the purpose of enabling the exercise and discharge of their respective powers and responsibilities, including, without limitation, making inspections, correcting any condition originating in his Unit and threatening another Unit or a Common Element, performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in his Unit or elsewhere in the Condominium Property or to correct any condition which violates the Condominium Instruments; provided however, that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate whether the Unit Owner is present at the time or not. To the extent that damage is inflicted upon the Common Elements or any Unit through which access is taken, the Unit Owners Association if it caused the damage, shall be liable for the prompt repair thereof."

ACCEPTANCE:

_____ (Initial Here) I/We hereby acknowledge that I/We have read and agree to the terms and conditions of this Agreement. I/We agree to be bound to the requirements and terms and conditions as outlined above.

_____ (Initial Here) I/We hereby indemnify and hold the Association, the Developer, its members, officers, employees, guests and agents harmless from any and all liabilities, suits, judgments, costs and expenses, including attorneys' fees, arising from the performance of this Agreement or any act, omission, or negligence. I/We agree to assume all responsibility for all authorized entry to my unit including any entry resulting from my failure to provide a current and accurate list of persons authorized to access my unit. I also understand the Association or its managing agent, upon issuance of my courtesy key, will not be responsible for the Courtesy Key if it is not returned by the authorized user.

EMERGENCY/COURTESY KEY RELEASE FORM
PAGE 2 OF 2

PLEASE DO NOT COMPLETE UNTIL YOU HAVE READ PAGE ONE OF THIS FORM.

Unit # _____ Date: _____

Owners _____

Phone Numbers: (Please Identify Which Owner's Phone Numbers)

Office: _____

Cell: _____

Home: _____ Other: _____

Email: _____

The following person(s) has been authorized to use the courtesy key without further written authorization.
Person(s) named may be *added to* or *deleted* only with written authorization by the Unit Owner.

To Be Completed By Midtown Staff

Keys Received: ☐ Unit Key ☐ Mech Room Key ☐ Mailbox Key ☐ Other _____

Key Received By (Printed Name): _____

Key Received By (Signature): _____

Date Key Received: _____

Key Returned To Owner Upon Owner's Request On (Date): _____

Key Returned By (Printed Name): _____

Owner Receiving Returned Key (Signature): _____